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CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE 100 GRIST MILL RD SIMSBURY CT 06070

Page: 1 of 2 Statement Period: May 12 2009-May 20 2009 Cust Ref #: 4242774548-726-T-### Primary Account #: 424-2774548

Business Premier Money Market CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE

Account # 424-2774548

ACCOUNT SUMMARY	•			
Beginning Balance	0.00	Average Collected I		6,817,433.13
Deposits	30,677,296.85	Interest Paid this Pe		2,084.38
Other Credits	2,084.38	Interest Paid Year-to		2,084.38
		Annual Percentage	Yield Earr	
Ending Balance	30,679,381.23	Days in Period		9
DAILY ACCOUNT ACT	IVITY			
Deposits POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUNT
5/13	DEPOSIT			20.00
5/18	DEPOSIT			30,677,276.85
	·	Sub	total:	30,677,296.85
Other Credits	THE OPTIMISAL	SERIAL NO.		AMOUNT
POSTING DATE	DESCRIPTION	SERIAL NO.		
5/20	INTEREST PAID			2,084.38
·		Sub	total:	2,084.38
DAILY BALANCE SUM	IMARY			
DATE	BALANCE	DATE		BALANCE
5/12	0.00	5/18		30,677,296.85
5/13	20.00	5/20		30,679,381.23

Call 1-800-428-7000 for 24-hour Direct Banking service





Begin by adjusting your account register as follows:

- [Subtract any services charges shown on this statement.
- ! Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- 1 Add any interest earned if you have an interest-bearing account.
- 1 Add any automatic deposit or overdraft line of credit.
- I Review all withdrawals shown on this statement and check them off in your account register.
- f Follow instructions 2-5 to verify your ending account balance.

- I. Your ending balance shown on this statement is:
- 2 List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
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O WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
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FOR CONSUMER ACCOUNTS ONLY - IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

Wyou need information about an electronic fund transfer or if you believe them is an error on your bank statement or receipt reliabiling to an electronic fund transfer, telephone the bank insusediately at the phone number listed on the front of your statement or write to:

Deposit Operations Dept, P.O. Box 1377, Lawiston, Maine 04243-1377. We must hear from you no later than sixty (60) extender days after we sent you the first statement upon which the error or problem first represend. When contacting its Bank, please explain as clondy as you can uby you believe there is an error or why more information in needed. Please include:

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- A description of the error or transaction you are unsure about
 The dollar amount and date of the suspected error.

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We will investigate your complaint and will correct any error promptly. If we take more than ten (10) businest days to do this, we will credit your secount for the amount you think is in orner, so that you have the use of the money during the time it takes to complete

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

TD Bankporth is a trade name of TD Bank, N.A.

FOR CONSUMER ACCOUNTS ONLY . BILLING RIGHTS SUMMARY

in case of Errors or Ocestions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box (377, Lewiston, Maine 04243-1377 as soon as possible. We must been from you no later than staty (60) days after we sent you the FIRST bill or which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
 The dollar amount of the trapected error.
 Describe the cents and capital if you can, why you believe there is no error.
 If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you

FINANCE CHARGES: Although the Bank uses the Daily Bainnee method to executate t FINANCE CHARGES: Although the bank uses the Linny bankone means in circumster in finance charge on your Moneyl inoCharden if Protection account (the term "Octume time from the Charge C account and will confluen until the batterice has been paid in fall. To compute the feature charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summany section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the rumber of Days in the Hilling Cycle. The daily balance is the balence for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge originalments are included in your total finance charge.



CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE 100 GRIST MILL RD SIMSBURY CT 06070 Page: 1 of 2
Statement Period: May 21 2009-Jun 20 2009
Cust Ref #: 4242774548-726-T-###
Primary Account #: 424-2774548

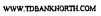
Business Premier Money Market CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE

Account # 424-2774548

ACCOUNT SUMMARY			
Beginning Balance Other Credits	30,679,381.23 19,025.17	Average Collected Balan Interest Paid this Period Interest Paid Year-to-Dat	19,025.17
Other Withdrawals	10,863,842.75	Annual Percentage Yield	,
Ending Balance	19,834,563.65	Days in Period	31
DAILY ACCOUNT ACT	IVITY		
Other Credits POSTING DATE	DESCRIPTION	SERIAL NO.	TNUOMA
6/19	INTEREST PAID		19,025.17
		Subtotal:	19,025.17
Other Withdrawals			
POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
5/21	DEBIT		8,677,276.75
5/26	DEBIT		2,186,566.00
		Subtotal:	10,863,842.75
DAILY BALANCE SUM	MARY		
DATE	BALANCE	DATE	BALANCE
5/20	30,679,381.23	5/26	19,815,538.48
5/21	22,002,104.48	6/19	19,834,563.65

Call 1-800-428-7000 for 24-hour Direct Banking service







How to Balance your Account

Begin by adjusting your account register as follows:

- I Subtract any services charges shown on this statement.
- I Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- I Add any interest earned if you have an interest-bearing account.
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WITHDRAWALS HOT ON STATEMENT	DOLLARS	CENTS
		

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Table		
Withdrawals		. 0

FOR CONSUMER ACCOUNTS ONLY • IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank invarediately at the phone number listed on the front of your statement or write to:

Doposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377. We must hear from you no later than sixty (60) calendar days after we zent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information in needed. Please include:

- Your name and account number.

 A description of the error or transaction you are unsure about.

 The dollar amount and date of the suspected error,

When making a verted inquiry, the Bank may ask that you send as your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, to that you have the use of the amoney thining the time it takes to complete our investigation.

INTEREST NOTICE

Total interest cooled by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

TD Bankporth is a trade pame of TD Bank, N.A.

FOR CONSUMER ACCOUNTS ONLY - BILLING RIGHTS SUMMARY In case of Errors or Questions About Your Bill;

If you take, you bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Dox 1377, Levision, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) abys after we sent you the FIRST bill on which the error or public as popured. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.

 The dollar amount of the suspected error,

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 If you need more infarmation, describe the item you are unsure about.

You do not have to pay any amount in question while we am investigating, but you are still obligged to day the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to colicct the amount you

FINANCE CHARGES: Although this Bank uses the Daily Balance method to calculate the finance charge on your Moncyline/Overdeath Protection account (the term "ODP" or "OD" refers to Overdeath Protection), the Bonk discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the funance charge. The finance charge begins to accure on the data advances and other debits are pasted to your account and with continua until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Sommany section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payment or credits have been subtracted plus or mines any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE 100 GRIST MILL RD SIMSBURY CT 06070 Page: 1 of 2
Statement Period: Jun 21 2009-Jul 20 2009
Cust Ref #: 4242774548-726-T-###
Primary Account #: 424-2774548

Business Premier Money Market CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE

Account # 424-2774548

ACCOUNT SUMMARY	-		
Beginning Balance	19,834,563.65	Average Collected Balance	19,834,984.79
Other Credits	12,634.35	Interest Paid this Period	12,634.35
		Interest Paid Year-to-Date	33,743.90
Ending Balance	19,847,198.00	Annual Percentage Yield Earned	0.78%
		Days in Period	30
DAILY ACCOUNT ACT	IVITY		
Other Credits POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
7/20	INTEREST PAID		12,634.35
		Subtotal:	12,634.35
DAILY BALANCE SUM	MARY		
DATE	BALANCE		
6/20	19,834,563.65		
7/20	19,847,198.00		

Call 1-800-428-7000 for 24-hour Direct Banking service



How to Balance your Account

Begin by adjusting your account register as follows:

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- i Review all withdrawals shown on this statement and check them off in your account register.
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- !. Your ending balance shown on this statement is:
- or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 1.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5 Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
gial Deposits		70

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Will drawals		0

FOR CONSUMER ACCOUNTS ONLY • IN CASE OF ERRORS OR OUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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TD Banknorth is a trade name of TD Bank, N.A.

FOR CONSUMER LOAN ACCOUNTS ONLY + BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

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FINANCE CHARGES: Although the Bank uses the Daily Balance method to colculate the finance charge on your Morey live/Dverdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the refers to Overdmit Protection), the Bank discloses the Average Daity Behavior on the periodic statement as an ensiste method for yea to calculate the finance charge. The finance charge begins to accuse on the dato ndvances and other debits are posted to your account and with continue until the balance has been paid in full. To compute the finan-charge, multiply the Average Daity Balance inner the Days in Period times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Duily Balance is enfoulated by adding the balance for each day of the billing inc Average Daily seasones is consulted by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credita have been submoded plus or ninus any other adjustments that might have occurred that day. There is no gree period during which no finance charge accruse. Pirance charge adjustments we included in your total finance charge.



CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE 100 GRIST MILL RD SIMSBURY CT 06070 Page: 1 of 2
Statement Period: Jul 21 2009-Aug 20 2009
Cust Ref #: 4242774548-726-T-###
Primary Account #: 424-2774548

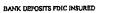
Business Premier Money Market CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE

Account # 424-2774548

ACCOUNT SUMMARY	7		
Beginning Balance	19,847,198.00	Average Collected Balance	19,847,605.81
Other Credits	12,642.39	Interest Paid this Period	12,642.39
		Interest Paid Year-to-Date	46,386.29
Ending Balance	19,859,840.39	Annual Percentage Yield Earned	0.75%
		Days in Period	31
DAILY ACCOUNT ACT	TIVITY		
Other Credits POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
8/20	INTEREST PAID		12,642.39
		Subtotal:	12,642.39
DAILY BALANCE SUN	MMARY		
DATE	BALANCE		
7/20	19,847,198.00		
8/20	19,859,840.39		

Call 1-800-428-7000 for 24-hour Direct Banking service

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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
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WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

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FOR CONSUMER ACCOUNTS ONLY - IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund trausier or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number fisted on the front of your statement or write to:

Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377. We must hear from you so laier than skity (60) enlender days after we sent you the first subments upon which the error or problem first appeared. When connecting the Dank, please explain as clendy as you can writy you believe there is an error or why more information is needed. Please include:

- Your name and account number.

 A description of the error or transaction you are unusue about.

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When making a virtual inquiry, the Bank may ask that you send us your complaint in writing Within em (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete the contract of t

INTEREST NOTICE

Total interest endited by the Bank to you this year will be reported by the Bank to the Internal Revenus Service and State for authorities. The amount to be reported will be reported separately to you by the Bank.

TD Banknorth is a trade name of TD Bank, N.A.

FOR CONSUMER LOAN ACCOUNTS ONLY - BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill;

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. your bill, write us at P.O. Box 1377, Lewiston, Maine u444-1-177 as soon a possion. We must hear from you no facer than sixty (60) days after we sent you the FRRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your lotter, give us the following information:

- Your name and account number.
 The dollar annual of the suspected error.
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 If you need more information, describe the Item you are unsure about.

You do not have to pay any amount in question white we are investigating, but you are still obligated to pay the part of your bill that are not in question. While we investigate your question, we cannot report you as delinquest or take any scalon to collect the amount you

FINANCE CHARGES: Although the Bunk uses the Daily Balance method to calculate the flurance charge on your Monoyline/Oversinst Protection account (the term "ODP" or "OD" refers to Oversinst Protection), the Bank discloses the Average Daily Polance on the refers to Overdant Protection), the Bank discloses the Average Daily Rolance on the periodic transment at an easter meltiod for you to calculate the finance charge. The finance charge begins to accrue on the date edvances and other debits are posted to your account and will confirm until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Prote dismass the Daily Periodic Raie (as listed in the Account's summary section on the front of the sinteneral). The Average Daily Balance is colculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credit: who been multiplied days are given as on the redistrements that meight have occurred that cycle, then dividing the total balance by the diameter of they are to the bitting byte. In the bitting byte balance for the day after advances have been added and payments or credits have been subtracted plan or miture any other adjustments that might have occurred that day. Then it we grown paried which me finance charge secures. Finance charge adjustments are included in your total finance charge acquisitions are included in your total finance charge.



CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE 100 GRIST MILL RD SIMSBURY CT 06070 Page: 1 of 2
Statement Period: Aug 21 2009-Sep 20 2009
Cust Ref #: 4242774548-726-T-###
Primary Account #: 424-2774548

Business Premier Money Market CHARTER OAK TRUST WAYNE H BURSEY TRUSTEE

Account # 424-2774548

ACCOUNT SUMMARY			
Beginning Balance	19,859,840.39	Average Collected Balance	19,860,248.46
Other Credits	12,650.45	Interest Paid this Period	12,650.45
		Interest Paid Year-to-Date	59,036.74
Ending Balance	19,872,490.84	Annual Percentage Yield Earned	
		Days in Period	31
DAILY ACCOUNT ACT	IVITY		
Other Credits POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
9/18	INTEREST PAID		12,650.45
		Subtotal:	12,650.45
DAILY BALANCE SUM	IMARY.		
DATE	BALANCE		
8/20	19,859,840.39		
9/18	19,872,490.84		

Call 1-800-428-7000 for 24-hour Direct Banking service



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How to Balance your Account

Begin by adjusting your account register

- I Subtract any services charges shown on this statement.
- I Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- ! Add any interest earned if you have an interest-bearing account,
- I Add any automatic deposit or overdraft line of credit.
- I Review all withdrawals shown on this statement and check them off in your account register.
- / Follow instructions 2-5 to verify your ending account balance.

- 1. Your ending balance shown on this statement is:
- 2 List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines I and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
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WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
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FOR CONSUMER ACCOUNTS ONLY + IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your back suitement or receipt reliefling to an electronic fund transfer, telephone the back immediately at the phone number listed on the front of your statement or write to:

Deposit Operations Dept, P.O. Box 1377, Lawiston, Maine 04243-1377.

We must have from you up later than akity (60) calendar days after we sent you the flat salement upon which the error or problem first appeared. When consecting the Bank, please explain as clearly as you can why you believe there is an error or why more information in moded. Please include:

- Your name and occount member.

 A description of the error or transaction you are negure about.

 The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than sen [10] business stays to do this, we will credit your account for the amount you hink is in error, so that you have the use of the money during the time it takes to complete our investigation.

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Roverus Service and State (as authorities. The amount to be reported will be reported separately to you by the Bank.

TD Banknorth is a trade name of TD Bank, N.A.

FOR CONSUMER LOAN ACCOUNTS ONLY . BILLING RIGHTS

In case of Errors or Questions About Your Bill;

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewisson, Maine 04243-1377 as soon as possible. We must hear from you so later than skyty (60) days after we sent you the FTRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your laster, give us the following information:

- Your name sed account number.
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 Describe the error and explain, if you can, why you believe there is an error.
 If you need more information, describe the liters you are uncure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdin R Protection account (the term "ODP" or "OD" or refers to Overdin R Protection), the Bank discloses the Average Daily Balance on the periodic statement as an ensier method for you to calculate the finance charge. The Insurer charge begins to accrue on the date advances and other debits are posted to your occount and will constitute until the balance has been paid in full. To compute the finance charge, multiply the Average Dally Balance times the Days in Period times the Dally Periodic Rate (as listed is the Account Summary section on the front of the statement). The Average Dally Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total belance by the number of Days in the Billing Cycle. The daily balance is the balance for the day offer advances have been added and payments or credits have been subtracted plus or minus any other edjessments that might have occurred that they Thore is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

GRIST MILL CAPITAL - DEL 09-10

General Ledger
For the Period From Jan 1, 2009 to Dec 31, 2009
Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID Account Description	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Due (To) B 419 Plan	12/31/09			Ending Balance			-225,000.00
14401	1/1/09			Beginning Balance			-2,025,000.00
Due (To) HECTOR	12/31/09			Ending Balance			-2,025,000.00
14800 Due (To) Phoenix Cap	1/1/09 7/13/09	71309	CRJ	Beginning Balance PHOENIX CAPITA Change		2,500,000.00 2,500,000.00	-2,500,000.00
	12/31/09			Ending Balance			-2,500,000.00
149600 Due (To) Nova Benefit	1/1/09 12/31/09		GEN	Beginning Balance To record activity.	50,000.00		-700,000.00
	12/31/09			Change Ending Balance	50,000.00		50,000.00 -650,000.00
16000 Accrued Interest	1/1/09 12/31/09 12/31/09		GEN GEN	Beginning Balance To reclass amount To reclass for SML	641,023.52	3,232,803.00	-508,000.00
	12/31/09		04 ,1	Change Ending Balance	641,023.52	3,232,803.00	-2,591,779.48 -3,099,779.48
27001 Note Payable - Ridge	1/1/09 12/31/09		GEN	Beginning Balance To reclass amount	2 222 202 20		-8,004,136.20
Troto Fayable - Mage	12/31/09		OEN	Change Ending Balance	3,232,803.00 3,232,803.00		3,232,803.00 -4,771,333.20
27002 Note Payable - Ridge	1/1/09 5/21/09 5/26/09 10/27/09 10/30/09	52109 52609 102709	CRJ CRJ CRJ CDJ	Beginning Balance CHARTER OAK T CHARTER OAK T UNKNOWN DEPO UNKNOWN	1,800,000.00	8,677,278.75 2,186,568.00 19,800,000.00	-
	12/31/09			Change Ending Balance	1,800,000.00	30,663,842.75	-28,863,842.7 -28,863,842.7
38500 Member's Draw	1/1/09 7/7/09 10/28/09 10/28/09 10/30/09 12/28/09 12/29/09	102809 122809 122909	CDJ CRJ CDJ CDJ CRJ CRJ	Beginning Balance CASH GRIST MILL HOLD GRIST MILL HOLD UNKNOWN GRIST MILL HOLD GRIST MILL HOLD	5,000.00 19,000,000.00 150,000.00	3,000,000.00 214,740.00 340,900.00	
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GRIST MILL CAPITAL LLC 100 GRIST MILL ROAD SIMSBURY CT 06070

1 of 3 Page: Statement Period: Oct 01 2009-Oct 31 2009 Cust Ref #: 4242774712-720-T-### 424-2774712 Primary Account #:

REG GG/INTERNET GAMBLING NOTIFICATION

PURSUANT TO THE UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 AND REGULATION GG, "RESTRICTED TRANSACTIONS" SUCH AS THOSE IN WHICH A PERSON ACCEPTS CREDIT, FUNDS, INSTRUMENTS OR OTHER PROCEEDS FROM ANOTHER PERSON IN CONNECTION WITH UNLAWFUL INTERNET GAMBLING ARE PROHIBITED FROM BEING PROCESSED THROUGH YOUR ACCOUNT OR RELATIONSHIP WITH OUR INSTITUTION.

Business Convenience Checking GRIST MILL CAPITAL LLC

Account # 424-2774712

ACCOUNT SUMMARY				
Beginning Balance	435,289.20	Average Coll	ected Balance	1,280,856.94
Deposits	19,800,000.00			
Electronic Deposits	3,000,000.00			
Other Credits	67,547.00			
Electronic Payments	19,169,537.00			
Other Withdrawals	2,420,690.00			
Ending Balance	1,712,609.20			
DAILY ACCOUNT ACTIV	TTY			
Deposits POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUNT
		SEIGHE NO.		19,800,000.00
10/27	DEPOSIT			19,800,000.00
			Subtotal:	19,800,000.00
Electronic Deposits				AMOUNT
POSTING DATE	DESCRIPTION	SERIAL NO.		
10/28	eTransfer Credit			3,000,000.00
	Online Xfer			
	Transfer from CK 4242617136	-		
			Subtotal:	3,000,000.00
Other Credits		SERIAL NO.		AMOUNT
POSTING DATE	DESCRIPTION	SERIAL NO.		
10/15	WIRE TRANSFER INCOMING CALEDON TRUST COMPAN	1Y		67,547.00
			Subtotal:	67,547.00
Electronic Payments		OPPLAT NO		AMOUNT
POSTING DATE	DESCRIPTION	SERIAL NO.		
10/7	eTransfer Debit			100,000.00
	Online Xfer			
	Transfer to CK 4242774689			
Call 1-800-YES-2000 for 24	1-hour Direct Banking service			
BANK DEPOSITS FDIC INSURED	© www.tdbank.com	м		

How to Balance your Account

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- i Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- 1 Add any interest earned if you have an interest-bearing account.
- 7 Add any automatic deposit or overdraft line of credit.
- I Review all withdrawals shown on this statement and check them off in your account register.
- Y Follow instructions 2-5 to verify your ending account balance.

- 1. Your ending balance shown on this statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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Ending	1,712,609.20
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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		0

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawais		0

FOR CONSUMER ACCOUNTS ONLY • IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

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TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

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 The dollar amount and date of the suspected error.

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We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the intenual Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY . BILLING RIGHTS

If you think your bill is wrong, or if you need more information about a transaction or your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

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GRIST MILL CAPITAL LLC

Page: 3 of 3 Statement Period: Oct 01 2009-Oct 31 2009

Cust Ref#:

10/30

4242774712-720-T-###

Primary Account #:

424-2774712

Electronic Payments	(continued)			43 (01 1)
POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUNT
10/15	eTransfer Debit			69,537.00
	Online Xfer			
10/00	eTransfer to CK 4242774	1655	1	19,000,000.00
10/28	Online Xfer			19,000,000.00
	Transfer to CK 424261	7136		
		,	Subtotal:	19,169,537.00
Other Withdrawals				
POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUNT
10/15	WIRE TRANSFER FEE			10.00
10/27	DEBIT			333,000.00
10/27	WIRE TRANSFER OUTGOIN	1G	,	105,700.00
	Lincoln National Life I	nsurance Co		-
10/27	WIRE TRANSFER OUTGOIN	4G		31,950.00
•	Lincoln National Life I	nsurance Co		
10/27	WIRE TRANSFER FEE		**	15.00
10/27	WIRE TRANSFER FEE			15.00
10/30	DEBIT			1,800,000.00
10/30	DEBIT			150,000.00
			Subtotal:	2,420,690.00
DAILY BALANCE SU	JMMARY			
DATE	BALANCE	DATE		BALANCE
9/30	435,289.20	10/27		19,662,609.20
10/7	335,289.20	10/28		3,662,609.20

Call 1-800-YES-2000 for 24-hour Direct Banking service

BANK DEPOSITS FDIC INSURED

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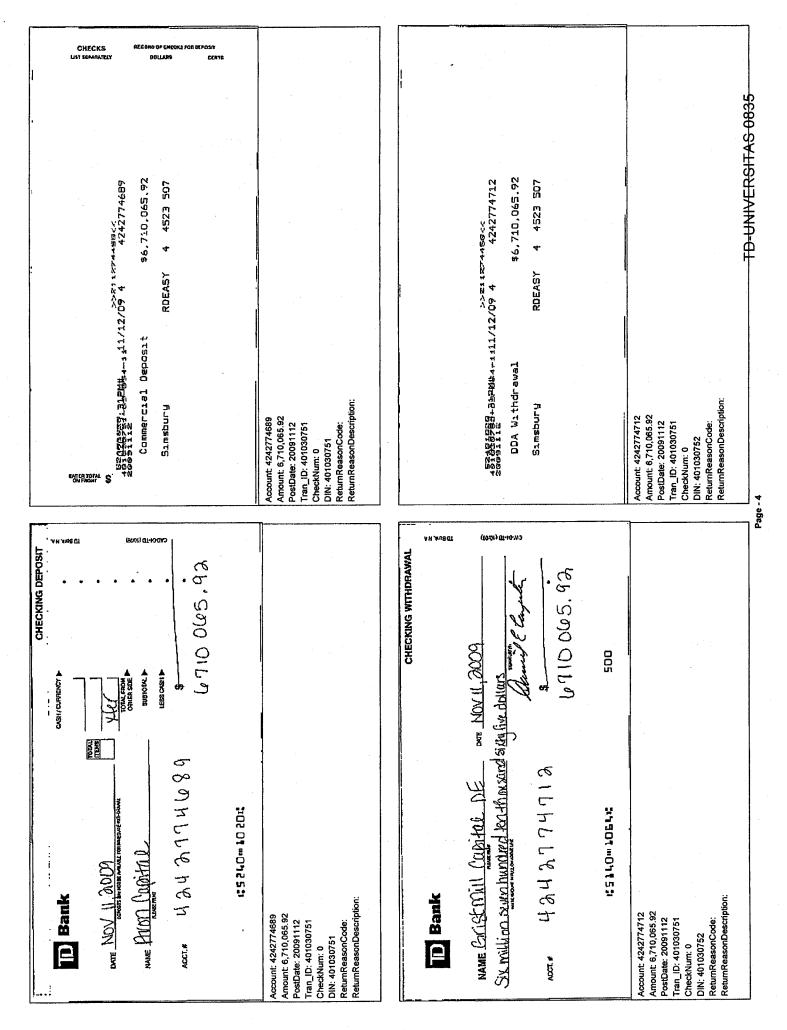


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WWW.TDBANK.COM



1,712,609.20



Banknorth

LIMITED LIABILITY COMPANY BANKING RESOLUTION (For Deposit Accounts)

AVON CAPITAL LLC 100 GRIST MILL ROAD SIMSBURY, CT 08070 Account No. 4242774689 In consideration of the existing or proposed banking relationship between AVON CAPITAL LLC a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC is the complete and correct name of the Account Holder. Managers, Members and Authorized Signers: We further certify that the following is a complete list of the names of all managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Assumed Business Names: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: Assumed Business Name #1: Assumed Business Name #2: We further certify that at a meeting of the members of the Company (or by other duly authorized Company action in lieu of a meeting, duly called and held on	Account Holder:		Financial Inst	titution:
Simsbury, CT 06070 Account No. 4242774689 In consideration of the existing or proposed banking relationship between AVON CAPITAL LLC a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC is the complete and correct name of the Account Holder. Managers, Members and Authorized Signers: We further certify that the following is a complete list of the names of all managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Assumed Business Names: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: Assumed Business Name #1: Assumed Business Name #2: We further certify that at a meeting of the members of the Company (or by other duly authorized Company action in lieu of a meeting, duly called and held on			TD Ba	nk, N.A.
Simsbury, CT 08070 Account No. 4242774689 State / Commonwealth; CT In consideration of the existing or proposed banking relationship between AVON CAPITAL LLC a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC is the complete and correct name of the Account Holder. Managers, Members and Authorized Signers: We further certify that the following is a complete list of the names of all managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Assumed Business Names: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: Assumed Business Name #1: Assumed Business Name #1: Assumed Business Name #2: We further certify that at a meeting of the members of the Company (or by other duly authorized Company action in lieu of a meeting, duly called and held on #10 2009 and thereby is designated as the Financial Institution of and depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes			Drake Mill Mall, 714 Hopmeadow St	
Account No. 4242774689 State / Commonwealth: CT In consideration of the existing or proposed banking relationship between AVON CAPITAL LLC a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC is the complete and correct name of the Account Holder. Managers, Members and Authorized Signers: We further certify that the following is a complete list of the names of all managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Assumed Business Names: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: Assumed Business Name #1: Assumed Business Name #1: Assumed Business Name #2: We further certify that at a meeting of the members of the Company (or by other duly authorized Company action in lieu of a meeting, duly called and held on				
In consideration of the existing or proposed banking relationship between AVON CAPITAL LLC a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC			Simsbi	ury, CT 06070
a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC	Account No. 4242774689		State / Commonwealth: CT	
a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC				
a Limited Liability Company (the "Company") and TD Bank, N.A., the persons signing below jointly and severally and on behalf of the Company do hereby certify that and agree as follows: AVON CAPITAL LLC	In consideration of the existing of	r proposed hanking relationship h	netween AVON	CAPITAL LLC
Managers, Members and Authorized Signers: We further certify that the following is a complete list of the names of all managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Name	a Limited Liability Company (the	"Company") and TD Bank, N.A.,	the persons sig	ning below jointly and severally and on
managers, members and authorized signers of the Company. We agree to notify the Financial Institution of any change in the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Initial	AVON CAPITAL LLC	is the co	omplete and con	rect name of the Account Holder.
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the Company, including the adding of new members and leaving of current members from the Company, before the change takes effect. Signature Chairm Memmy Mahw DANIEL E CARPENTER Where E Cayach	Managers, Members and Autho	orized Signers: We further certi	fy that the folio	owing is a complete list of the names of all
Assumed Business Names: Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: Assumed Business Name #1: Assumed Business Name #2: We further certify that at a meeting of the members of the Company (or by other duly authorized Company action in lieu of a meeting, duly called and held on resolutions were adopted: Be It Resolved, that TD Bank, N.A., at any one or more of its branches, be and it hereby is designated as the Financial Institution of and depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes	managers, members and author	rized signers of the Company.	Ve agree to not	tify the Financial Institution of any change in
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Be It Further Resolved, that any one (1) of the Authorized signers ("Agents") listed above may enter into any such	Institution of and depository for to or other orders for the payment of	he funds of this Company, which	anches, be and may be withdra	awn on checks, drafts, advices of debit, notes
agreements and perform such other acts as they deem reasonably necessary in furtherance of the Company's Banking	Institution of and depository for t or other orders for the payment of	he funds of this Company, which of money;	may be withdra	wn on checks, drafts, advices of debit, notes
Relationship with the Financial Institution, and those agreements will bind the Company, and acting for an on behalf of the Company and as its act and deed be, and they hereby are, authorized and empowered;	Institution of and depository for to or other orders for the payment of the Be It Further Resolved, that agreements and perform such	he funds of this Company, which of money; any one (1) of the Authorized other acts as they deem reason	may be withdra signers ("Agen nably necessary	awn on checks, drafts, advices of debit, notes ats") listed above may enter into any such y in furtherance of the Company's Banking

Page 1 of 2

Execute Documents: To execute and deliver to Financial institution the form of Limited Liability Company Banking Resolution and other account opening documents submitted by Financial Institution, confirming the nature and existence of Account Holder and evidencing the terms of the agreement between Financial Institution and Account Holder.

Agent's Authority: Any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Company for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept draft and other items payable at the Financial Institution. The Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Company's accounts with the Financial Institution bearing the signature of any one of the Agents, as authorized above or otherwise, even though drawn or endorsed to the order of Any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

Further Acts: The above-named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions or purposes for which funds, checks or items of Account Holder may be deposited, collected or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this resolutions.

Be It Further Resolved, that the authority hereby conferred upon the above-named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless by the Company from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice given.

We Further Certify that the authorized signers name above are duly elected, appointed or employed by or for the Company, as the case may be, and occupy the positions set opposite their respective names; that the foregoing resolutions now stand of record on the books of the Company; and that the resolutions are in full force and effect and have not been modified or revoked in any manner whatsoever.

We have each read all of the provisions of this Limited Liability Company Resolution, and we each jointly and severally and on behalf of the Company certify and agree to its terms.

This Agreement is dated:	05/20/2009	
Account Holder:	AVON CAPITAL LLC	
Ву:		By: Dunif Elaut
Ву:		By: Det



DEAN HELLER Secretary of State 206 North Carson Street Carson City, Nevada 89701-4299 (775) 684 5708 Website: secretaryofstate.biz

Articles Of Organization Limited-Liability Company (PURSUANT TO NRS 86)

Entity # E0419312006~2 Document Number: 20060362087-34

Date Filed: 6/6/2006 11:45:58 AM In the office of Do- Hille

Dean Heller ABOVE Secretary of State

1.	Name of Limited- Liability Company	AVON CAPITAL, LLC	un e semon met dévidéncimo en 1974, cer de luine sustinienteure à 1 èvre	Check box if a Series Limited- Liability Compan
	Resident Agent Name and Street Address: Inset he a Novada address when encoss may be sured.	CSC SERVICES OF NEVADA, INC. Name 502 EAST JOHN STREET Physical Street Address Additional Mailing Address	CARSON CITY City City	NEVADA 89706 Zip Code State Zip Code
٠.	Dissolution Date: (OFTIONAL see instructions)	Latest date upon which the company is to di	ssolve (If existence is not perpetual):	
۱. 	Management: (check one)	Company shall be managed by	Manager(s) OR Members	
5.	Names Addresses, of Manager(a) or Mambers; (allach additional phana es necessar).	GRISTMILL CAPITAL, LLC Nerre 100 GRIST MILL ROAD Address Name Address	SIMBURY City	CT 06070 State Zip Code
		Address	City	State Zip Code
1	Vames, Addresses and Signatures of Organizers Ill see than one, openies uitch editional erge)	CSC SERVICES OF NEVADA, INC. Name 502 EAST JOHN STREET Address	Signature JCARSON CITY City	NV 89705 State Zip Code
A	Certificate of cceptance of ppointment of esident Agent;	I hereby accept appointment as Resident Age Authorized Signature of R.A. or On Behalf of	ant for the above named limited-liability company.]

Reset

Revised on 13/19/06





LIMITED LIABILITY COMPANY CHARTER

I, DEAN HELLER, the Nevada Secretary of State, do hereby certify that AVON CAPITAL, LLC did on June 6, 2006, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

By

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on June 6, 2006.

DEAN HELLER Secretary of State

Certification Clerk

	orth		NEW NON-PERSONAL ACCOUNT
REGION:	TD Banknorth CT Mid-	A1I	DATE OPENED: 05/20/2009
ACCOUNT #:	4242774689	TYPE OF ACCOUNT: IM Business C	Convenience Checking
rax ID#:	201196827	TYPE CODE: 720	CATEGORY: Non-Personal Checking
BRANCH #;	507	BANK REPRESENTATIVE: Carolyn M	
	ficer Information (Compl	ete only if an officer will be assigned to this a	
Officer Numb	•	per Name:	Telephone:
BUSINESS N	AME/ADDRESS:	TIN:	
VON CAPITA	AL LLC	201198827	BUSINESS PHONE: (860) 408-7000
100 GRIST MI	LL ROAD		
SIMSBURY, C	T	USA 06070	
Funds Verifi			the RM Number: 00000015081440
lccount Rela	tionship: Corporation or t	LC-2 Signers	
	Account Verification Account Verification:	ticles of Organization ficate of Good Standing & Resolution/Conse	nt
Previous 8	Bank: Bank of OLM (Exter Name of Pri		on of Business
The undersiteports contaccount. If reporting ag I/We acknow FDIC insura This section 1. The nun 2. I am not Service no longer	taining references about my you (the Bank) are unable to lency. wiedge and understand that ince purposes, my/our depos does not apply to U.S. non- nber shown on this form is mr t subject to backup withhold (IRS) that I am subject to bar subject to backup withhold (IRS) that I am subject to bar JS. person (including a U.S. n Instructions, You must	on behalf of the account owner, if different, in fusion third parties, such as a consumer open a deposit account, you will provide my TD Banknorth and TD Bank are trade namer lits are not separately insured from any other resident allens. Under penalty of perjury, the yoursect taxpayer identification number (or it ap because: (a) I am exempt from backup city withholding as a result of a failure to reing, and resident, alien).	nereby authorize(s) the Bank to, from time to time, request consumer reporting agency, in connection with opening and maintaining this elus with an additional notice containing data regarding the consumer of TD Bank, N.A. I/We further acknowledge and understand that for deposits I/We may have at TD Banknorth and/or TD Bank. undersigned certify(les) that: am welting for a number to be issued to me), and withholding, or (b) I have not been notified by the internal Revenue eport all interest or dividends, or (c) the IRS has notified me that I am elified by the IRS that you are currently subject to backup withholding
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GRIST MILL HOLDINGS LLC 100 GRIST MILL ROAD SIMSBURY CT 06070 Page: 1 of 4
Statement Period: Nov 01 2009-Nov 30 2009
Cust Ref #: 4242617136-720-T-###
Primary Account #: 424-2617136

REG GG/INTERNET GAMBLING NOTIFICATION

PURSUANT TO THE UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 AND REGULATION GG, "RESTRICTED TRANSACTIONS" SUCH AS THOSE IN WHICH A PERSON ACCEPTS CREDIT, FUNDS, INSTRUMENTS OR OTHER PROCEEDS FROM ANOTHER PERSON IN CONNECTION WITH UNLAWFUL INTERNET GAMBLING ARE PROHIBITED FROM BEING PROCESSED THROUGH YOUR ACCOUNT OR RELATIONSHIP WITH OUR INSTITUTION.

Business Convenience Checking GRIST MILL HOLDINGS LLC

Account # 424-2617136

THE PERFECT GIFT FOR EMPLOYEES AND CUSTOMERS!

GIVE THE TD BANK VISA GIFT CARD. YOU CHOOSE THE AMOUNT AND THEY DECIDE WHERE TO USE IT. AVAILABLE FROM \$25-\$500. BULK ORDERS AND FREE PERSONALIZATION WITH YOUR BUSINESS NAME WHEN YOU PURCHASE 25 CARDS OR MORE. NO PURCHASE FEE FOR CUSTOMERS. ASK FOR IT TODAY AT ANY TD BANK OR CALL 1-888-751-9000.

Beginning Balance Deposits	16,724,493.35 69,380.68	Average Collected Balance	7,029,079.17
Electronic Payments	4,140,000.00		
Other Withdrawals	11,220,230.92		
Ending Balance	1,433,643.11		
DAILY ACCOUNT ACTIV	VITY		
Deposits POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
11/3	DEPOSIT		2,310.50
11/12	DEPOSIT		45,660.58
11/24	DEPOSIT		21,409.60
		Subtotal:	69,380.68
Electronic Payments	DESCRIPTION	SERIAL NO.	AMOUNT
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	Transfer to CK 4242774697		
		Subtotal:	4,140,000.00
Other Withdrawals	DESCRIPTION	SERIAL NO.	AMOUNT
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11/2	Alliance Charitable Remaind	er Trust	23,000.00
11/2	WIRE TRANSFER FEE	**	15.00
Call 1-800-YES-2000 for 2	4-hour Direct Banking service		
	© WWW.TDBANK.C	OM	(£)
BANK DEPOSITS FDIC INSURED	www.IDBANK.Co	JIVI	Censei

How to Balance your Account

Begin by adjusting your account register as follows:

- 1 Subtract any services charges shown on this statement.
- I Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- I Add any interest earned if you have an interest-bearing account.
- Y Add any automatic deposit or overdraft line of credit.
- I Review all withdrawals shown on this statement and check them off in your account register.
- T Follow instructions 2-5 to verify your ending account balance.

- I. Your ending balance shown on this statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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Page:

2 of 4

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		0

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

VITHDRAWALS NOT IN STATEMENT	DOLLARS	CENTS
otal		
Vithdrawals		0

FOR CONSUMER ACCOUNTS ONLY • IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- ction you are unsure about.
- A description of the error or transaction you are un
 The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY · BILLING RIGHTS

In case of Brrors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on ur bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- f Your name and account number..

 The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Dally Periodic Rate (as listed in the Account Summary section on the front of the statement The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



GRIST MILL HOLDINGS LLC

Page: 3 of 4
Statement Period: Nov 01 2009-Nov 30 2009
Cust Ref #: 4242617136-720-T-###
Primary Account #: 424-2617136

DAILY ACCOUNT ACTIV	VITY			
Other Withdrawals (control POSTING DATE	inued) DESCRIPTION	SERIAL NO.		AMOUNT
11/12	DEBIT			6,710,065.92
11/12	DEBIT			1,000,000.00
11/12	DEBIT			1,000,000.00
11/12	DEBIT			750,000.00
11/12	WIRE TRANSFER OUTGOD	NG ·		250,000.00
11/12	Avon Charitable Rema			· · · · •
11/12	WIRE TRANSFER OUTGOI			250,000.00
11/12	Phoenix Charitable Re			
11/12	WIRE TRANSFER OUTGOI			250,000.00
	Alliance Charitable Re	mainder Trust		
11/12	WIRE TRANSFER OUTGOI	NG	,	250,000.00
	Atlantic Charitable Re	nainder Trust		
11/12	WIRE TRANSFER OUTGOI	NG		250,000.00
	Carpenter Charitable R	emainder Trst		
11/12	WIRE TRANSFER OUTGOI	NG		100,000.00
	Avon Charitable Rema	inder Trust		
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	Phoenix Charitable Re	mainder Trust		
11/12	WIRE TRANSFER OUTGOI	NG		100,000.00
	Alliance Charitable Re	mainder Trust		
11/12	WIRE TRANSFER FEE			15.00
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11/12	WIRE TRANSFER FEE			15.00
11/12	WIRE TRANSFER FEE			15.00
11/12	WIRE TRANSFER FEE		r	15.00
11/12	V		Subtotal:	11,220,230.92
DAILY BALANCE SUM	MARY			
DATE	BALANCE	DATE		BALANCE
10/31	16,724,493.35	11/3		16,716,788.85
11/2	16,714,478.35	11/12		1,412,233.51
	•	• - -		- •
Call 1-800-YES-2000 for	24-hour Direct Banking service			
DANK DEBOSITE EDIC INSTIDED	© www.tni	BANK COM		▣



GRIST MILL HOLDINGS LLC

Page: 4 of 4
Statement Period: Nov 01 2009-Nov 30 2009
Cust Ref #: 4242617136-720-T-###
Primary Account #: 424-2617136

DAILY BALANCE SUMMARY

DATE

BALANCE

11/24

1,433,643.11

Call 1-800-YES-2000 for 24-hour Direct Banking service

BANK DEPOSITS FDIC INSURED

0

WWW.TDBANK.COM





CERTIFICATE OF RESOLUTION OF CORPORATION

Depository Account: Authority to Open Accounts and to Depositional Williams Funds

To: TD Bank, N.A.

("Depository")

From: (Name/Address of Corporation)

Drake Mill Mall, 714 Hopmeadow St

CARPENTER FINANCIAL GROUP, INC.

TD-UNIVERSITAS 0895

Drake Will Wall, 714 Hopfileadow 3

100 GRIST MILL RD.

Simsbury, CT 06070

Rev. 06/2008 TD Banknorth is a trade name of TD Bank, N.A.

Region: TDBN Mid-Atl CT

SIMSBURY, CT 06070

I hereby certify that I am the duly elected and qualified Secretary/Clerk and keeper of the records of the Corporation named above, that the following is a true and complete copy of a Resolution duly adopted at a meeting of the Board of Directors or shareholders of said Corporation held on, or dated on the date shown below in accordance with law and the by-laws of, or by consent of, said Corporation, and that my delivery of this Certificate of Resolution to Depository certifies to Depository that such Resolution is still in full force and effect.

RESOLVED, the following officers, employees or agents of Corporation, whose names and signatures appear below, are hereby authorized, acting singly or jointly, for and on behalf of the Corporation, to open and maintain a deposit account or accounts of the Corporation with Depository, subject to the terms and conditions specified in the applicable Account Agreement(s), and to endorse and deposit with said Depository negotiable instruments or other orders for the payment of money, which endorsements may be made in writing or by stamp and without the designation of the person endorsing.

Be it further resolved, the undersigned officers, employees or agents of Corporation may sign checks or other orders for the payment of money, withdrawing funds from Corporation account(s) with Depository. Such signature may be in writing or by facsimile. In the event this Corporation uses facsimile signature(s) for these persons it shall promptly notify the Depository and execute any form(s) that may be requested by Depository in connection therewith. This Corporation assumes all responsibility for the use of actual or purported facsimile signature(s) and shall indemnify and hold harmless the Depository from any and all liability, costs, expenses, suits, claims, or actions arising out of any action or inaction taken by the Depository in good faith under the terms of this Resolution. The signature of any one the officers, employees, or agents indicated below is necessary to act under this Resolution.

RESOLVED, that the Depository be promptly notified in writing by the Secretary/Clerk or any officer of this Corporation of any change in this Resolution, such notice to be given to the Depository in which any account of this Corporation may be maintained, and that until it has actually so received such notice in writing it is authorized to act in reliance on this Resolution, and that until it has actually received such notice it shall be indemnified and held harmless from any loss suffered or liability incurred by it in continuing to act in reliance of this Resolution even though this Resolution may have been changed.

RESOLVED, that the Depository may, in its discretion, accept in lieu of an original signature, a legible facsimile or photocopy of a signature of any of the officers designated in the foregoing Resolution.

RESOLVED, that the Corporation shall be bound by the terms and conditions of the Account Agreement as it may be revised and or amended from time to time.

大學更為學術為Title 物質自然與例如	Wall Will SName	Signature we have been
Chairman + Scarchey	DANIEL E CARPENTER	Cherry E Cazette
Chairman + Scurekey	AMANDA ROSSI	dia de
I further certify that the foregoing are title present officers, employees and agents above Resolution. In Witness thereof, I have hereunto subshave affixed the seal of this Corporation, Secretary's/Clerk's Signature Date of Resolution: 5-20-09	of the Corporation authorized by the cribed my name as Secretary/Clerk and if any, on the date shown below.	Community of the state of the s

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 05/03/1995
950097263 ~ 2503693

CERTIFICATE OF INCORPORATION

OF

CARPENTER FINANCIAL GROUP, INC.

FIRST. The name of this corporation shall be:

CARPENTER FINANCIAL GROUP, INC.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805, and its registered agent at such address is CORPORATE AGENTS, INC.

THIRD. The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which this corporation is authorized to issue is:

One Thousand Five Hundred (1,500) shares without par value.

FIFTH. The name and mailing address of the incorporator is as follows:

Sarah Thomas Corporate Agents, Inc. 1013 Centre Road Wilmington, DE 19805

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

IN WITNESS WHEREOF, The undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this third day of May, A.D. 1995.

Sarah Thomas Incorporator

7 .		
Banknorth		NEW NON-PERSONAL ACCOUNT
EGION: TD Banknorth CT M	id-All	DATE OPENED: 05/20/2009
COUNT #: 4242774697	TYPE OF ACCOUNT: IM Business Co.	nvenience Checking
X ID #: 081536689	TYPE CODE: 720	CATEGORY: Non-Personal Checking
RANCH #: 507	BANK REPRESENTATIVE: Carolyn M St	
CAROTT #.		
	oplete <i>only</i> if an officer will be assigned to this acc officer Name:	
		Telephone:
isiness name/address: Arpenter financial group, inc	TIN: 061538689	(980) 409 7000
O GRIST MILL RD.	. 001030008	BUSINESS PHONE: (880) 408-7000
O ONOT MILE NO.		
MSBURY, CT	USA 06070	
unds Verification:	If Existing Customer, Enter the	e RM Number: 00000014559678
count Relationship: Corporation c	or LLC-2 Signers	
dditional Account Verification:	Theoreaning	
Business/Entity Documentation: C	ertified Formation Dees & Resolution/Consent	
Previous Bank:	☐ Visual Inspection	of Business
(Enter Name of	Previous Bank)	
The undersigned acknowledge(s) rec of this account shall evidence my/ou same may be amended from time to t The undersigned, both individually ar reports containing references about	eipt of the Deposit Account Agreement and Fee s r acceptance of the terms and conditions as set time. at on behalf of the account owner, if different, he melus from third parties, such as a consumer of	prmation that identifies each person who opens an account. Schedule which govern my/our accounts with the Bank. My/our use forth in the Deposit Account Agreement and Fee Schedule as the preby authorize(s) the Bank to, from time to time, request consumer reporting agency, in connection with opening and maintaining this
The undersigned acknowledge(s) rec of this account shall evidence mylou same may be amended from time to the tree of the same may be amended from time to the tree of the undersigned, both individually arreports containing references about account, if you (the Bank) are unabliceporting agency. Invive acknowledge and understand the FDIC insurance purposes, mylour departments accion does not apply to U.S. in 1. The number shown on this form is 2. I am not subject to backup within Service ((RS) that I am subject to no longer subject to backup within 3. I am a U.S. person (including a U. Certification instructions. You mubecous you have failed to report all for mortgage interest paid, acquisiti((IRA), and generally, payments other	ial institutions to obtain, verify and record info sept of the Deposit Account Agreement and Fee 3 receptance of the terms and conditions as set time. India on behalf of the account owner, if different, he me/us from third parties, such as a consumer is to open a deposit account, you will provide me/osits are not separately insured from any other doors are not separately insured from any other doors, and the particular in the construction of the particular in the particula	rmation that Identifies each person who opens an account. Schedule which govern my/our accounts with the Bank. My/our use forth in the Deposit Account Agreement and Fee Schedule as the reby authorize(s) the Bank to, from time to time, request consumer reporting agency, in connection with opening and maintaining this us with an additional notice containing data regarding the consumer of TD Bank, N.A. We further acknowledge and understand that for eposits I/we may have at TD Banknorth and/or TD Bank.
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GRIST MILL HOLDINGS LLC 100 GRIST MILL ROAD SIMSBURY CT 06070 Page: 1 of 3
Statement Period: Dec 01 2009-Dec 31 2009
Cust Ref #: 4242617136-720-T-###
Primary Account #: 424-2617136

Business Convenience Checking GRIST MILL HOLDINGS LLC

Account # 424-2617136

KEEPING YOU INFORMED

EARLIER THIS YEAR WE COMMUNICATED TO YOU THAT WE WOULD BE CHANGING THE ORDER IN WHICH WE POST YOUR DAILY TRANSACTIONS TO YOUR ACCOUNT. THIS CHANGE WILL NOT BE GOING INTO EFFECT AT THIS TIME. INSTEAD, WE WILL CONTINUE TO USE OUR CURRENT METHOD OF POSTING CREDITS FIRST, FOLLOWED BY DEBITS, WITH DEBITS SORTED FROM LARGEST TO SMALLEST. OUR POSTING ORDER MAY CHANGE IN THE FUTURE.

	1 100 (10 11	A O II I D . I	904 250 02
Beginning Balance	1,433,643.11	Average Collected Balance	894,350.93
Deposits	197,421.27 6,500,000.00		
Electronic Deposits	6,500,000.00		
Electronic Payments	8,129,916.75		
Ending Balance	1,147.63		
DAILY ACCOUNT ACTIV	/ITY		
Deposits POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUNT
		SERIAL NO.	2,816.71
12/9	DEPOSIT		•
12/28	DEPOSIT		170,820.42
12/30	DEPOSIT		23,784.14
		Subtotal:	197,421.27
Electronic Deposits			
POSTING DATE	DESCRIPTION	SERIAL NO.	AMOUN'
12/3	eTransfer Credit		6,500,000.00
	Online Xfer	*	
	Transfer from CK 4242774689		
•		Subtotal:	6,500,000.00
Electronic Payments		OPDIAL NO	AMOUN"
POSTING DATE	DESCRIPTION	SERIAL NO.	
12/3	eTransfer Debit		7,000,000.00
	Online Xfer Transfer to CK 4242774697		*
12/28	eTransfer Debit		214,740.00
12/20	Online Xfer	•	211,710,00
	Transfer to CK 4242774712		
12/29	eTransfer Debit		340,900.00
12123	Online Xfer		,
	Transfer to CK 4242774712		
Call 1-800-YES-2000 for 2-	4-hour Direct Banking service		

How to Balance your Account

Begin by adjusting your account register as follows:

- I Subtract any services charges shown on this statement.
- I Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- ? Add any interest earned if you have an interest-bearing account.
- ? Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Y Follow instructions 2-5 to verify your ending account balance.

- 1. Your ending balance shown on this
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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### THE REPORT OF THE PERSON NAMED IN COLUMN 1	
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Withdrawals ::	
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Balance	

Page:

2 of 3

DEPOSITS NOT ON STATEMENT	DOLLARS	CHNTS
		
Total Deposits		O

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
		

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		0

FOR CONSUMER ACCOUNTS ONLY . IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the on your bank statement or receipt retaining to an excellent of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first attenent upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about. The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will enalt your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY . BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account numbor..
 The dollar amount of the suspected error.
 Describe the error and explain, if you can, why you believe there is an error.
 If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement) The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

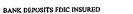


GRIST MILL HOLDINGS LLC

Page: 3 of 3
Statement Period: Dec 01 2009-Dec 31 2009
Cust Ref #: 4242617136-720-T-###
Primary Account #: 424-2617136

DAILY ACCOUNT A	CTIVITY			
Electronic Payments	(continued) DESCRIPTION	SERIAL NO.		AMOUNT
12/29	eTransfer Debit			52,777.55
12/27	Online Xfer			
	Transfer to CK 4242774712			
12/29	eTransfer Debit			25,000.00
	Online Xfer			
	Transfer to CK 4242774712			
12/30	eTransfer Debit			274,400.00
•	Online Xfer			
	Transfer to CK 4242774712			
12/30	eTransfer Debit			127,800.00
	Online Xfer			
¥.	Transfer to CK 4242774712			
12/31	eTransfer Debit			86,299.20
	Online Xfer			
	Transfer to CK 4242774712			
12/31	eTransfer Debit			8,000.00
	Online Xfer			
	Transfer to CK 4242774712			
	·		Subtotal:	8,129,916.75
DAILY BALANCE S	UMMARY			
DATE	BALANCE	DATE		BALANCE
11/30	1,433,643.11	12/29		473,862.69
12/3	933,643.11	12/30		95,446.83
12/9	936,459.82	12/31		1,147.63
12/28	892,540.24			

Call 1-800-YES-2000 for 24-hour Direct Banking service









CARPENTER FINANCIAL GROUP, INC. 100 GRIST MILL RD. SIMSBURY CT 06070

Page: 1 of 4 Statement Period: Dec 01 2009-Dec 31 2009 Cust Ref#: 4242774697-720-T-### Primary Account #: 424-2774697

Business Convenience Checking CARPENTER FINANCIAL GROUP, INC.

Account # 424-2774697

KEEPING YOU INFORMED

EARLIER THIS YEAR WE COMMUNICATED TO YOU THAT WE WOULD BE CHANGING THE ORDER IN WHICH WE POST YOUR DAILY TRANSACTIONS TO YOUR ACCOUNT. THIS CHANGE WILL NOT BE GOING INTO EFFECT AT THIS TIME. INSTEAD, WE WILL CONTINUE TO USE OUR CURRENT METHOD OF POSTING CREDITS FIRST, FOLLOWED BY DEBITS, WITH DEBITS SORTED FROM

Beginning Bala					
	ance	1,970,194.14	Average C	ollected Balance	3,404,078.91
Electronic Dep	osits	7,000,000.00			.,,
Other Credits		125,015.00			
Checks Paid		56,997.87			
Electronic Payı	ments	6,403,669.36			
Other Withdra		758,045.00			
Ending Balance	e ,	1,876,496.91			
DAILY ACCOL	INT ACTIVIT	Y			
Electronic Dep POSTING DATE	osits	DESCRIPTION	SERIAL NO).	AMOUNT
12/3.		eTransfer Credit			7,000,000.00
		Online Xfer			
		Transfer from CK 4242	2617136		
		·		Subtotal:	7,000,000.00
Other Credits		PEGGETTANA			
POSTING DATE		DESCRIPTION	SERIAL NO).	AMOUNT
12/3		WIRE TRANSFER INCOMI			125,000.00
		CARPENTER FINAN	CIAL GROUP, INC		
12/4		CREDIT			15.00
				Subtotal:	125,015.00
Checks Paid	No. Checks: 10		uence or check processed elec	-	•
DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
12/2	1030	755.16	12/22	1035	1,904.60
12/7	1031	500.00	12/28	1038*	5,000.00
12/7	1032	500.00	12/31	1039	2,500.00
12/9	1033	3,000.00	12/30	1040	33,941.93
12/23	1034	1,423.65	12/30	1041	7,472.53
				Subtotal:	56,997.87
Call 1-800-YES-	2000 for 24-ho	our Direct Banking service			

Begin by adjusting your account register as follows:

- I Subtract any services charges shown on this statement
- f Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- I Add any interest earned if you have an interest-bearing account.
- I Add any automatic deposit or overdraft line of credit.
- I Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- 1. Your ending balance shown on this statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

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DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
		
Total Deposits		
		0

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
		<u> </u>
		
Total		
Withdrawals		

FOR CONSUMER ACCOUNTS ONLY . IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY . BILLING RIGHTS

In case of Errors or Ouestions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as poss We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number..
- The dollar amount of the suspected error.

 Describe the error and explain, if you can, why you believe there is an error.

 If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate you question, we cannot report you as delinquent or take any action to collect the amount you

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moncyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). Periodic Asset us tissed in the recount summary section of the prior to the section of the Prior The Average Duily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge



CARPENTER FINANCIAL GROUP, INC.

Page: 3 of 4
Statement Period: Dec 01 2009-Dec 31 2009
Cust Ref #: 4242774697-720-T-###
Primary Account #: 424-2774697

Electronic Payments POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUN
12/3	eTransfer Debit			5,000,000.00
	Online Xfer	,		2,000,000.00
	Transfer to CK 4242774671			
12/10	eTransfer Debit			1,000.00
	Online Xfer			
	Transfer to CK 4244041325			
12/29	eTransfer Debit			10,200.00
	Online Xfer			
	Transfer to CK 4243768219			
12/30	eTransfer Debit			778,000.00
	Online Xfer			
10/01	Transfer to CK 4242774689			
12/31	eTransfer Debit			514,469.36
	Online Xfer			
12/31	Transfer to CK 4242774689			
12/31	eTransfer Debit			100,000.00
	Online Xfer			
	Transfer to CK 4242774712			
			Subtotal:	6,403,669.36
Other Withdrawals				
POSTING DATE	DESCRIPTION	SERIAL NO.		AMOUN
12/3	WIRE TRANSFER OUTGOING			125,000.00
	Jack Robinson Esq.			
12/3	WIRE TRANSFER FEE			15.00
12/4	WIRE TRANSFER OUTGOING			125,000.00
	Jack Robinson Esq			
12/4	WIRE TRANSFER FEE			15.00
12/17	WIRE TRANSFER OUTGOING			500,000.00
	Gilbride, Spellane Trustee A	eet		,
12/17	WIRE TRANSFER FEE			15.00
12/23	DEBIT			8,000.00
			Subtotal:	758,045.00
DAILY BALANCE SUMM	IARV		Subtotat.	736,043.00
DATE	BALANCE	DATE		744 140
11/30				BALANC
12/2	1,970,194.14	12/9		3,840,423.98
12/3	1,969,438.98	12/10		3,839,423.98
12/4	3,969,423.98	12/17		3,339,408.98
	3,844,423.98	12/22		3,337,504.38
2/7	3,843,423.98	12/23		3,328,080.73



CARPENTER FINANCIAL GROUP, INC.

Page:

4 of 4

Statement Period: Dec 01 2009-Dec 31 2009 Cust Ref#:

4242774697-720-T-###

Primary Account #:

424-2774697

DAILY BALANCE	SUMMARY		
DATE	BALANCE	DATE	BALANCE
12/28	3,323,080.73	12/30	2,493,466.27
12/29	3,312,880.73	12/31	1,876,496.91